

# EXHIBIT 1

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Entropic Communications, LLC***

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

ENTROPIC COMMUNICATIONS,  
LLC,  
  
Plaintiff,  
  
v.  
  
COMCAST CORPORATION, *et al.*,  
  
Defendants.

Case No.: 2:23-cv-01048-JWH-KES

**PLAINTIFF ENTROPIC  
COMMUNICATIONS, LLC'S  
FIRST SET OF REQUESTS FOR  
PRODUCTION (1-29)**

Pursuant to Federal Rules of Civil Procedure 34, the applicable Local Civil Rules of the United States District Court for the Central District of California, the applicable Standing Orders, Plaintiff Entropic Communications, LLC (“Entropic” or “Plaintiff”), by and through its counsel, serve Defendants Comcast Corporation, Comcast Cable Communications, LLC, and Comcast Cable Communications Management, LLC (collectively, “Comcast” or “Defendants”) the following Set of Requests for Production of Documents. Within 30 days, Defendants must produce all Documents and things that are responsive to these Requests and that are in the possession, custody, or control of Defendants or their agents, representatives, or attorneys at the office of K&L Gates LLP, 70 W. Madison Street, Ste. 3100, Chicago, IL 60602. Defendants are subject to a duty to timely supplement all responses to these Requests in accordance with Rule 26(e) of the Federal Rules of Civil Procedure.

#### **DEFINITIONS**

1. The terms “**Defendants**,” “**Comcast**,” “**Comcast Defendants**,” “**You**” and “**Your**” mean Defendants Comcast Corporation, Comcast Cable Communications, LLC, and Comcast Cable Communications Management, LLC, and their present and former directors, officers, employees, predecessors in interest, successors in interest, servants, agents, attorneys, consultants, partners, associates, investigators, representatives, accountants, financial advisors, distributors, and any other person acting on their behalves, pursuant to their authority, or subject to their control.

2. The term “**Plaintiff**” means Plaintiff Entropic Communications, LLC and its present and former directors, officers, employees, predecessors in interest, successors in interest, servants, agents, attorneys, consultants, partners, associates, investigators, representatives, accountants, financial advisors, distributors, and any other person acting on their behalves, pursuant to their authority, or subject to their control.

3. The terms “**Person**” or “**Persons**” include, without limitation, both natural

1 persons and entities (including corporations, proprietorships, partnerships,  
2 associations, joint ventures, governmental agencies, and other entities, and any  
3 combination thereof, and all predecessors in interest, successors, affiliates,  
4 subsidiaries, and related entities).

5 4. The term “**Document(s)**” has its broadest possible meaning under Rule 34(a)  
6 of the Federal Rules of Civil Procedure and includes “writing(s)” and “recording(s)”  
7 under Rule 1001 of the Federal Rules of Evidence and includes, but is not limited  
8 to, all of the following matter in Your actual or constructive possession, custody, or  
9 control: all written, typed, printed, recorded, textual, graphic or photographic matter,  
10 software, source code, and object code, however produced or reproduced, any notes  
11 or drafts, and all copies on which Any mark, alteration, writing, or any other change  
12 from the original has been made.

13 5. The term “**Communication(s)**” means any transmission of information  
14 between persons by any means or medium, whether in original, draft, or copy form,  
15 whether stored in hard copy, on tape, or electronically, and whether oral or in  
16 writing, including: conversations; correspondence; electronic mails; telexes;  
17 facsimile transmissions; telecopies; recordings; telephone or message logs; notes or  
18 memoranda; and any translations.

19 6. A document, thing, or communication “**Relating to,**” “**Related to,**”  
20 “**Concerning,**” “**Reflecting,**” or “**Regarding**” a subject shall mean all documents,  
21 things, or communications that directly or indirectly constitute, contain, embody,  
22 concern, evidence, show, comprise, reflect, identify, state, refer to, deal with,  
23 comment on, respond to, describe, involve, mention, discuss, record, support,  
24 negate, or are in any way pertinent to that subject.

25 7. The term “**Any**” shall include the word “**all,**” and vice versa.

26 8. The term “**Each**” shall include the word “**every,**” and vice versa.

27 9. The terms “**And,**” “**Or,**” and “**And/Or**” shall be construed conjunctively and  
28 disjunctively, whichever makes the discovery request more inclusive so as to bring

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1 within the scope of the request all Documents that might otherwise be construed to  
2 be outside of its scope.

3 10. Singular forms or nouns or pronouns encompass their plural forms and vice  
4 versa, and any verbs encompass all tenses; and where a word is used in the masculine  
5 gender, it also includes the feminine.

6 11. The term “**Third Party**” shall mean any third party, including but not  
7 limited to Comcast’s third party suppliers, independent contractors, and retailers,  
8 such as MaxLinear Communications LLC, MaxLinear Communications, Inc.,  
9 Broadcom, Inc., Commscope, Inc., Pace International, and Samsung Electronics  
10 America, Inc.

11 12. The term “**Accused MoCA Instrumentalities**” or “**Accused MoCA**  
12 **Product**” means Comcast Arris DCX3400, Comcast Arris DCX3501, Comcast  
13 XG1-A, Comcast XG1v3, Comcast XG1v4, Comcast XG2v2, Comcast Arris  
14 MR150CNM, Comcast Arris DCX3200, Comcast Pace PR150BNM, Comcast  
15 Samsung SR150BNM and/or substantially similar products accused of infringing  
16 the Asserted Patents as described in Entropic’s Complaint and accompanying claim  
17 charts and any supplements or amendments thereto.

18 13. The term “**Accused MoCA Method(s)**” refers to any method accused of  
19 infringing the Asserted Patents as described in Entropic’s Complaint and  
20 accompanying claim charts and any supplements or amendments thereto.

21 14. The term “**Accused MoCA Network(s)**” refers to network(s) deployed at the  
22 premises of Comcast customers in which are deployed devices (including the  
23 Accused MoCA Products) compliant with MoCA Standard version 1.0, 1.1, and/or  
24 2.0, and/or networks practicing any Accused MoCA Method, as described in  
25 Entropic’s Complaint and accompanying claim charts and any supplements or  
26 amendments thereto.

27 15. The term “**Accused MoCA Services**” refers to the services provided through  
28 the Accused MoCA Product(s) and/or Accused MoCA Networks.

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1 16. The term “**USPTO**” refers to the United States Patent and Trademark Office.

2 17. The term “**Asserted Patent(s)**” means U.S. Patent No. 7,295,518 (the “‘518  
3 Patent”), U.S. Patent No. 7,594,249 (the “‘249 Patent”), U.S. Patent No. 7,889,759  
4 (the “‘759 Patent”), U.S. Patent No. 8,085,802 (the “‘802 Patent”), U.S. Patent No.  
5 8,621,539 (the “‘539 Patent”), U.S. Patent No. 8,631,450 (the “‘450 Patent”), U.S.  
6 Patent No. 10,257,566 (the “‘7,566 Patent”), U.S. Patent No. 8,228,910 (the “‘910  
7 Patent”), U.S. Patent No. 9,838,213 (the “‘213 Patent”), U.S. Patent No. 8,320,566  
8 (the “‘0,566 Patent”), U.S. Patent No. 8,363,681 (the “‘681 Patent”), and/or U.S.  
9 Patent No. 10,432,422 (the “‘422 Patent”). The term “**Patent(s)-in-Suit**” shall have  
10 the same meaning as “**Asserted Patent(s)**.”

11 18. The terms “**Related Patent**,” “**Related Patents**,” “**Related Application**,”  
12 “**Related Patent Application**,” “**Related Applications**,” or “**Related Patent**  
13 **Applications**” mean (1) any U.S. or foreign patent or patent application related to  
14 the Asserted Patents or their applications by way of subject matter or claimed  
15 priority date, (2) all parent, divisional, continuation, continuation-in-part, reissue,  
16 reexamination, extension, and foreign counterpart patents and applications of the  
17 Asserted Patents, and/or (3) any patent or patent application filed by or assigned to  
18 one or more of the same applicant(s) (or his or her assignees) that refer to any of (1)  
19 or (2) herein.

20 19. The terms “**Patent Application**” or “**Patent Applications**” mean the  
21 application or applications, including material purportedly incorporated by  
22 reference therein, and any amendments, additions, or deletions, from which the  
23 Asserted Patents issued.

24 20. The terms “**Priority Application**” or “**Priority Applications**” mean the  
25 provisional or non-provisional patent application or applications and any prior  
26 application(s), including material purportedly incorporated by reference therein, and  
27 any amendments, additions, or deletions to which the Asserted Patents claims  
28 priority under 35 U.S.C. § 120 or otherwise.

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1       21. The term “**Reference**” means any Document or thing in any way discussing,  
2 describing, or showing any technology that is any way related to the subject matter  
3 disclosed or described in a patent or patent application.

4       22. The term “**Prior Art**” refers to any reference, publication, patent, physical  
5 specimen, use, invention by another, sale, offer for sale, or other activities that You  
6 believe are relevant to the validity of the Asserted Patents.

7       23. The term “**Case**” shall mean the present action, *Entropic Communications,*  
8 *LLC, v. Comcast Corporation, et al.*, Case No. 2:23-cv-01048-JWH-KES, in the  
9 Central District of California.

10       24. The term “**Relevant Time Period**” shall mean the period of time beginning  
11 on March 9, 2016 through the present.

12       25. The term “**MoCA**” or “**MoCA Alliance**” refers to the Multimedia over Coax  
13 Alliance, an international standards consortium.

14       26. The terms “**MoCA Standard**,” or “**MoCA Standards**” shall mean the  
15 specifications for networking over coaxial cable published by the international  
16 standards consortium, including, but not limited to MoCA version 1.0, MoCA  
17 version 1.1, and MoCA version 2.0.

18       27. The term “**MoCA Network**” shall mean a network that is compliant with  
19 and/or designed in accordance with any of the MoCA Standards.

20       28. The term “**MaxLinear**” means MaxLinear Inc. and MaxLinear  
21 Communications LLC, and their present and former directors, officers, employees,  
22 predecessors in interest, successors in interest, servants, agents, attorneys,  
23 consultants, partners, associates, investigators, representatives, accountants,  
24 financial advisors, distributors, and any other person acting on their behalves,  
25 pursuant to their authority, or subject to their control.

26       29. The term “**VSA**” refers to the Vendor Services Agreement entered into by  
27 MaxLinear, Inc. and Comcast Cable Communications Management, LLC with an  
28 effective date of August 1, 2020.

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**INSTRUCTIONS**

1  
2 1. The information sought in these Requests is intended to include any  
3 and all witnesses and information known to You, Your agents or attorneys.

4 2. As required by Fed. R. Civ. P. 34(a), produce all responsive  
5 Documents that are within Your possession, custody, or control, including  
6 Documents in the custody of Your counsel, accountants, and other agents or in  
7 the custody of any organization (such as a limited liability company, trust, or  
8 partnership) over which You exercise control, whether directly or indirectly.

9 3. As required by Fed. R. Civ. P. 34(b), produce all Documents in their  
10 original files as they are kept in the usual course of business. Alternatively, if any  
11 Document produced has been removed from its original location, indicate on each  
12 Document produced, or in an index or other convenient manner, the location where  
13 such Document was found. You are requested to number and to produce the  
14 original Documents for inspection as they exist in Your files. Alternatively, You  
15 may produce copies provided the original will be made available for inspection.

16 4. When producing Documents, You are requested to specify the  
17 particular Request(s) to which a given Document is responsive.

18 5. If there is an objection to any Request in whole or in part because of  
19 privilege, then with respect to each such Request:

- 20 a. State with particularity the reason(s) for Your objection(s) and/or the  
21 nature of any privilege(s) asserted;  
22 b. Identify the date of the privileged information or Document, the nature  
23 of the information or Document, each person who communicated the  
24 information or prepared the Document, each person who has seen, or  
25 to whom the information has at any time been communicated, or to  
26 whom the Document (or a copy thereof) has at any time been  
27 provided, and each person from whom the information has been  
28 communicated to or the Document has been obtained by You; and



1 c. If Your objection is in part, answer or respond to the Request to the  
2 extent it does not implicate the privilege you assert.

3 7. If any requested information or Document is no longer in Your  
4 possession, custody, or control, state the disposition that was made of it, the reason  
5 for such disposition, and identify all persons who you believe to have possession,  
6 custody, or control of the Document or any copies. If You do not know, or cannot  
7 recall, whether particular responsive Documents exist, or if such Documents are  
8 missing, state the efforts made to ascertain their existence and location.

9 8. To the extent there are no Documents in Your possession, custody, or  
10 control which are responsive to a request herein, you shall state the fact in  
11 Your written response to such request(s).

12 9. Plaintiff reserves the right to request leave to serve additional requests  
13 for production beyond the limits imposed by the Court (if any) because, among  
14 other things, this set includes requests directed to issues raised in a pending motions  
15 to dismiss for lack of subject matter jurisdiction that should not be counted against  
16 the total number of permissible requests for production.

17 **REQUESTS FOR PRODUCTION (1-29)**

18 **REQUEST FOR PRODUCTION NO. 1:**

19 All Documents and Communications that Relate to all monies You paid to  
20 MaxLinear pursuant to the VSA.

21 **REQUEST FOR PRODUCTION NO. 2:**

22 All Communications between YOU and MaxLinear relating to the VSA,  
23 including but not limited to Communications reflecting the negotiations,  
24 performance, and termination of the VSA.

25 **REQUEST FOR PRODUCTION NO. 3:**

26 All Documents and Communications Relating to the VSA, including but not  
27 limited to all Statements of Work issued pursuant to the VSA, Documents showing  
28 Your and MaxLinear's performance under the VSA and related Statements of Work.

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**REQUEST FOR PRODUCTION NO. 4:**

All Documents and Communications Reflecting Your prior written consent to permitting MaxLinear to assign or delegate Any of the obligations in the VSA to Plaintiff, including but not limited to Any obligations recited in Section 7.3 of the VSA.

**REQUEST FOR PRODUCTION NO. 5:**

All Documents and Communications Relating to Your use of Any of MaxLinear's intellectual property from August 1, 2020 to the present, including but not limited to Your use of MaxLinear's patents, copyrights, trademarks, and trade secrets to which you contend you have a license under the VSA and Any sublicenses you have granted to Any Person to such intellectual property.

**REQUEST FOR PRODUCTION NO. 6:**

All Documents and Communications Relating to Your valuation of Any intellectual property owned by MaxLinear during the Relevant Time Period, including but not limited to MaxLinear's patents, copyrights, trademarks, and trade secrets to which you contend you have a license under the VSA.

**REQUEST FOR PRODUCTION NO. 7:**

All Documents and Communications Relating to all intellectual property owned by MaxLinear during the Relevant Time Period, including but not limited to the Asserted Patents and any other patents owned by MaxLinear.

**REQUEST FOR PRODUCTION NO. 8:**

All Documents and Communications Relating to Your investment in Entropic Communications, Inc.

**REQUEST FOR PRODUCTION NO. 9:**

All Documents and Communications Relating to Your knowledge of MaxLinear's involvement and/or participation in the Multimedia over Coax Alliance.

**REQUEST FOR PRODUCTION NO. 10:**

Documents sufficient to identify all of Your employees who formerly worked at MaxLinear and/or Entropic Communications, Inc.

**REQUEST FOR PRODUCTION NO. 11:**

Documents sufficient to identify all equipment, devices, and/or networks, including the Accused MoCA Products, Accused MoCA Networks, and Accused MoCA Methods, which are provided by You to customers and that comply with, implement, practice, and/or are certified as compliant with Any of the MoCA standards.

**REQUEST FOR PRODUCTION NO. 12:**

All Documents, Communications, and things provided to You by Any Third Party, including from suppliers of hardware and/or software component(s) that You use in the Accused MoCA Products and/or Accused Networks, and/or to practice the Accused MoCA Methods and devices that operate in a similar manner.

**REQUEST FOR PRODUCTION NO. 13:**

Documents sufficient to identify the MoCA MAC/PHY System on Chip (“SoC”) used in Each of the Accused MoCA Products and/or Accused MoCA Networks, and/or to practice the Accused MoCA Methods.

**REQUEST FOR PRODUCTION NO. 14:**

Documents sufficient to show the technical operation of the Accused MoCA Products, the Accused MoCA Networks, and the Accused MoCA Methods, including but not limited to technical specifications, circuit schematics, functional diagrams, identification of hardware components, software, source code, and/or hardware level software.

**REQUEST FOR PRODUCTION NO. 15:**

All Documents, Communications, and things that Relate to Your membership in the Multimedia over Coax Alliance, including but not limited to Relating to Your interactions with, affiliation with, communications with, and/or participation in the

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1 Multimedia over Coax Alliance.

2 **REQUEST FOR PRODUCTION NO. 16:**

3 Source code in Your possession, custody, or control Relating to the technical  
4 operation of the Accused MoCA Products, the Accused MoCA Networks, and the  
5 Accused MoCA Methods.

6 **REQUEST FOR PRODUCTION NO. 17:**

7 All Documents, Communications, and things that Relate to Any study,  
8 evaluation, analysis, or testing of whether the Accused MoCA Products, the  
9 Accused MoCA Networks, and/or the Accused MoCA Methods comply with,  
10 implement, practice, and/or are certified as compliant with Any of the MoCA  
11 standards.

12 **REQUEST FOR PRODUCTION NO. 18:**

13 All Documents, Communications, and things that Relate to Any study,  
14 evaluation, analysis, or testing of whether the Accused MoCA Products, the  
15 Accused MoCA Networks, and/or the Accused MoCA Methods are or are not  
16 covered by Any claim of Any of the Asserted Patents or Related Patents.

17 **REQUEST FOR PRODUCTION NO. 19:**

18 Documents sufficient to show the manner in which You test, evaluate, or  
19 otherwise perform quality control and/or quality assurance on the Accused MoCA  
20 Products, the Accused MoCA Networks, and/or the Accused MoCA Methods  
21 Relating to their use and/or operation in accordance with, Any MoCA standard,  
22 including but not limited to technical specifications, circuit schematics, functional  
23 diagrams, identification of hardware components, software, and/or hardware level  
24 software.

25 **REQUEST FOR PRODUCTION NO. 20:**

26 Documents sufficient to show the usage or operation of Any Reference  
27 software platform provided by Any Third Party, utilized in the firmware and/or  
28 software for the Accused MoCA Products, the Accused MoCA Networks, and/or

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1 the Accused MoCA Methods, and/or devices that operate in a similar manner,  
2 including but not limited to technical specifications, circuit schematics, functional  
3 diagrams, SoC floor plan schematics, software, and/or hardware level software.

4 **REQUEST FOR PRODUCTION NO. 21:**

5 All Documents and Communications Relating to Any agreements of Any  
6 kind, whether in draft or final form, that relate to the subject matter of the Asserted  
7 Patents, including all license agreements, covenants, releases, settlements, proposed  
8 license agreements (whether or not ultimately executed), comparable license  
9 agreements, reports on their comparability to the technology in suit, and related to  
10 Accused MoCA Products, the Accused MoCA Networks, and/or the Accused  
11 MoCA Methods, or that you contend are relevant to the determination of damages  
12 in this action.

13 **REQUEST FOR PRODUCTION NO. 22:**

14 Documents sufficient to show the date You began offering to customers,  
15 leasing, using, and/or making Each Accused MoCA Product, Accused MoCA  
16 Network, and/or Accused MoCA Method.

17 **REQUEST FOR PRODUCTION NO. 23:**

18 For Each Accused MoCA Product, Accused MoCA Network, and/or Accused  
19 MoCA Method, provide Documents sufficient to show Your number of units sold  
20 or leased, uses, number of subscribers, revenue, gross and net profits, cost of goods,  
21 pricing, and subscription or pricing plans on a by month and by year basis during  
22 the Relevant Time Period.

23 **REQUEST FOR PRODUCTION NO. 24:**

24 Documents sufficient to identify Any non-infringing alternatives to the  
25 Accused MoCA Products, Accused MoCA Networks, and/or Accused MoCA  
26 Methods, including the availability of such non-infringing alternatives.

27 **REQUEST FOR PRODUCTION NO. 25:**

28 Documents sufficient to identify and quantify the costs You would incur in

1 implementing and/or installing Any non-infringing alternatives.

2 **REQUEST FOR PRODUCTION NO. 26:**

3 All Documents Related to the marketing and/or advertising of the Accused  
4 MoCA Products, Accused MoCA Networks, and/or Accused MoCA Methods,  
5 including but not limited to market research studies, sales forecasts/projections and  
6 customer advertising campaigns purporting to market the Accused  
7 Instrumentalities, Accused Networks, and/or Accused Methods, and other products  
8 or services offered by You.

9 **REQUEST FOR PRODUCTION NO. 27:**

10 All Documents that Relate to Entropic Communications, Inc., including  
11 Documents Related to the technology and/or patents owned, developed, or used by  
12 Entropic Communications, Inc.

13 **REQUEST FOR PRODUCTION NO. 28:**

14 All Documents, Communications, and things that Relate to Any of the  
15 Asserted Patents, including but not limited to Documents that Relate to Any inventor  
16 of Any of the Asserted Patents.

17 **REQUEST FOR PRODUCTION NO. 29:**

18 All Documents, Communications, and things that Relate to Any efforts to  
19 license, requests to license, or other agreements relating to the Asserted Patents,  
20 Related Patents, Related Applications, and/or Any portfolio containing Any of the  
21 Asserted Patents, Related Patents, and/or Related Applications, or the inventions of  
22 the Asserted Patents, Related Patents, and/or Related Applications, whether or not  
23 consummated.

24 Dated: July 26, 2023

25 /s/ Christina N. Goodrich  
26 Christina Goodrich (SBN 261722)  
27 Connor J. Meggs (SBN 336159)  
28 K&L Gates LLP  
10100 Santa Monica Boulevard  
8th Floor  
Los Angeles, CA 90067  
Tel.: (310) 552-5000

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*Attorneys for Plaintiff*  
*Entropic Communications, LLC*

**CERTIFICATE OF SERVICE**

**Case No. 2:23-cv-01048-JWH-KES**

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: K&L GATES LLP, 10100 Santa Monica Boulevard Eighth Floor, Los Angeles, CA 90067.

On July 26, 2023, I served the document(s) described as:

- **PLAINTIFF ENTROPIC COMMUNICATIONS, LLC'S FIRST SET OF REQUESTS FOR PRODUCTION (1-29)**

on the interested parties in this action by delivering a true copy thereof enclosed in sealed envelope(s) addressed as follows:

**Winston and Strawn LLP**  
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*Attorneys for Defendants*  
Comcast Corporation, Comcast  
Cable Communications, LLC,  
and Comcast Cable  
Communications Management,  
LLC



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☒ **BY ELECTRONIC SERVICE:** by transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth as stated on the attached mailing list.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on July 26, 2023, at Los Angeles, California.

/s/ Cassidy T. Young  
Cassidy T. Young